SOLICITATION OFFERO	N/CONTRACT OR TO COMPLE					1. REQU WK4TN		N NUMBER N014				PAG	E1 OF	30
2. CONTRACT NO.		3. AWARD/EFF			R NUMBER			5. SOLICITAT W912PG-0					ITATION ISSU y-2007	JE DATE
7. FOR SOLICITATION INFORMATION CALL	<u>.</u> :	a. NAME VINCE REA	D					b. TELEPHON 0951 300		ER (No C	Collect Calls)	1	R DUE DATE/ PM 31 May	
9. ISSUED BY		CODE V	V912PG		10. THIS ACQ		N IS	0001 000	11. DEI	LIVERY I	FOR FOB	+	COUNT TE	
RCO FRANCONIA WARNER BARRAC WEISSENBURGSTI BAMBERG 96052					X SET ASII	DE: LL BUSIN	ESS	FOR	BLOCK SE	IS MARI	KED	IS A RA	TED ORDE	
					8(A)	ZONE SIV	ALL E	BUSINESS	13b. R		PAS (15 CFR	R 700)		
TEL: 469-9405					NAICS:						SOLICITA	TION		
FAX:					SIZE STAND	ARD:			X RF	Q.	IFB		RFP	
15. DELIVER TO USAG BAMBERG, CHA ACTIVITY OFFICE WARNER BARRACKS GEB. 7070 BAMBERG 96052 TEL: 469-9026 FAX:	PLAIN'S OFFICE	CODE W	K4TNB		16. ADMINIST	ERED BY	(Co	ODE _		
17a.CONTRACTOR	/OFFEROR	(CODE		18a. PAYMEN	IT WILL B	BE MA	DE BY			C	ODE		
TEL.	FACILITY TEL. CODE													
17b. CHECK II SUCH ADDRE	F REMITTANCE IS ESS IN OFFER	DIFFERENT /	AND PUT		18b. SUBMIT BELOW IS C			O ADDRES SEE AD			LOCK 18a.	UNLES	S BLOCK	
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25. ACCOUNTING	AND APPROPRIAT	TION DATA							26.	TOTAL A	AWARD AM	OUNT (F	or Govt. Us	se Only)
l 	TION INCORPORA										DDENDA D	ARE []	ATTACHED
28 CONTRACTOR	IS REQUIRED TO	SIGN THIS DO	CLIMENT AND	RETUR	N 1 CC	PIES	29 A	WARD OF (CONTRA			J L		
X TO ISSUING OF	28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. 29. AWARD OF CONTRACT: REFERENCE OFFER DATED OFFER DATED OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:													
30a. SIGNATURE (31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 31c. DATE SIGNED													
30b. NAME AND T	TTLE OF SIGNER		30c. DATE	SIGNED	31b. NAME	OF CONT	rract:	ING OFFICER	₹	(TYPE C	R PRINT)			
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SOLICITA	TION/		RACT/ORDER FOR CONTINUED)	EMS					PA	AGE 2 OF 30		
19. ITEM NO.			20. SCHEDULE OF S	SUPPLIES/ SER	VICES		21. QUANTI	TY :	22. UNIT	23. UNIT F	RICE	24. AMOUNT
19. ПЕМ NO.					evices		21. QUANTI	TY :	22. UNIT	23. UNIT F	RICE	24. AMOUNT
32a. QUANTITY IN	_	_	S BEEN									
RECEIVED	INSPE	CTED	ACCEPTED, AND CONF	ORMS TO THE	CONTRAC	T, EXCEPT	AS NOTED:					
32b. SIGNATURE (REPRESENT		HORIZE	GOVERNMENT	32c. DATE			TED NAME AND RESENTATIVE	O TITLE (OF AUTHO	RIZED GOVE	RNMEN	Г
32e. MAILING ADD	RESS	OF AUTH	ORIZED GOVERNMENT RI	EPRESENTATIV	E	32f . TELEF	PHONE NUMBE	R OF AL	UTHORIZEI	D GOVERNM	ENT REF	PRESENTATIVE
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33. SHIP NUMBER	FINAL	34. VOU	CHER NUMBER	35. AMOUNT VI CORRECT		36.	PAYMENT COMPLET	TE F	PARTIAL [FINAL	37. CHE	CK NUMBER
38. S/R ACCOUNT	NUMBE	R 39.	S/R VOUCHER NUMBER	40. PAID BY		I						
			CORRECT AND PROPER		42a. RE	CEIVED BY	(Print)					
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE												
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			42c. DA	TE REC'D (YY/MM/DD)	42d. TO	OTAL CONT	AINERS				

Section SF 1449 - CONTINUATION SHEET

GENERAL	INFORM.	ATION

Anticipated Contract Period: 15 June 2007 through 14 June 2008

Performance Location: USAG Bamberg.

Point(s) of Contract: Chaplain Wild – Telephone: DSN 469-1570

Civilian: 0951-300-1570

The resulting contract will be for non-personal services for Protestant Religious Coordinator (REC) as described in the attached Performance Work Statement (PWS).

Quantities are only estimated and only services actually performed will be paid for.

Upon submission of an invoice, in conformance with the future contract, partial payments will be made on a monthly basis.

TAXES:

The Contractor is responsible for paying all federal, state and local taxes. Taxes are not to be included on invoices.

The price associated with the services described in the Performance Work Statement is anticipated to be within a range of \$7,200.00 and \$9,000.00.

IMPORTANT NOTICE:

CAGE Code:____
DUNS Number:__

Tax ID / VAT Exemption #: _____

Contracts with Government Employees or Organizations Owned or Controlled by Them In accordance with the Federal Acquisition Regulation (FAR) part 3.601, except as specified in 3.602 < http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/fardfars/far/03.htm, a contracting officer shall not knowingly award a contract to a Government employee or to a business concern or other organization owned or substantially owned or controlled by one or more Government employees. This policy is intended to avoid any conflict of interest that might arise between the employees' interests and their Government duties, and to avoid the appearance of favoritism or preferential treatment by the Government toward its employees.

As part of their offer, Offerors shall specify their current status as a government employee by answering the following question by marking the appropriate block below.

•	tly a Government employee or a business concern or other organization owned or ntrolled by one or more Government employees?
Answer: YES	NO
CCR REGISTRATION:	
	i, new rules pertaining to CCR registration went into effect for all individuals, businesses doing business with the U.S. Army. Please see the letter accompanying this solicitation
for additional information.	· · · · · · · · · · · · · · · · · · ·
ADDITIONAL INSTRUC	CITONS:
Please provide with your of	offer/Bitte mir Ihrem Angebot noch das folgende beifuegen:

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0001 4 Service Protestant REC **FFP** USAG Bamberg coordination sessions in accordance with the Performance Work Statement in paragraph a. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0002 41 Service Protestant REC **FFP** Childrens bible activity club in accordance with the Performance Work Statement in paragraph b. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014

NET AMT

Page 5 of 30

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0003 Service Protestant REC **FFP** Seasonal events in accordance with the Performance Work Statement in paragraph FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 0004 52 Service Protestant REC **FFP** Childrens worship in accordance with the Performance Work Statement in paragraph d. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** SUPPLIES/SERVICES UNIT PRICE ITEM NO **QUANTITY** UNIT **AMOUNT** 0005 1 Service Protestant REC Appreciation event in accordance with the Performance Work Statement in paragraph e. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT**

Page 6 of 30

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0006 41 Service Protestant REC **FFP** Religious education classes in accordance with the Performance Work Statement in paragraph f. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE QUANTITY AMOUNT** 0007 12 Service Protestant REC **FFP** Meeting with verifying Chaplain/POC in accordance with the Performance Work Statement in paragraph g. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014

NET AMT

Page 7 of 30

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 8000 Service Protestant REC **FFP** Meeting with USAG Bamberg Chaplain in accordance with the Performance Work Statement in paragraph h. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 0009 12 Service Protestant REC **FFP** Reports in accordance with the Performance Work Statement in paragraph i. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014 **NET AMT** ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE AMOUNT** 0010 12 Service Protestant REC **FFP** VBS preparation/participation in accordance with the Performance Work Statement in paragraph j. FOB: Destination PURCHASE REQUEST NUMBER: WK4TNB7109N014

NET AMT

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 7500

Protestant REC FFP

Expenses for the Contractor Manpower Reporting as described below shall be made part of the contract cost. This item is a "Not Separately Priced" (NSP) item.

Contractor Manpower Reporting: The Contractor shall report all Contractor manpower (to include subcontractor manpower) employed for the performance of this contract. The Contractor shall complete all required fields in the reporting system using the web address: https://cmra.army.mil/. The requiring activity will assist the Contractor with the reporting requirement as necessary. The Contractor may enter reports at any time during the reporting period, which is defined as the contract's period of performance not to exceed 12 months ending 30 September of each Government fiscal year. Reporting must be completed no later than 31 Oct following the fiscal year during which the contract is in place. Reporting must be completed for every year or part of a year for which the contract is in place. Failure to comply with this reporting requirement will result in contract termination.

FOB: Destination

NET AMT

CLAUSES INCORPORATED BY REFERENCE

52.212-4 52.225-13 52.225-14	Contract Terms and ConditionsCommercial Items Restrictions on Certain Foreign Purchases Inconsistency Between English Version And Translation Of Contract	FEB 2007 FEB 2006 FEB 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7002	Customs Exemptions (Germany)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (SEP 2006)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers:
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified

in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

- (2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
- (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
- (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:
- (i) ASSIST (http://assist.daps.dla.mil).
- (ii) Quick Search (http://assist.daps.dla.mil/quicksearch).
- (iii) ASSISTdocs.com (http://assistdocs.com).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.
- (k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.
- (l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Price (see Addendum to FAR 52.212-2).

Technical and past performance, when combined, are N/A

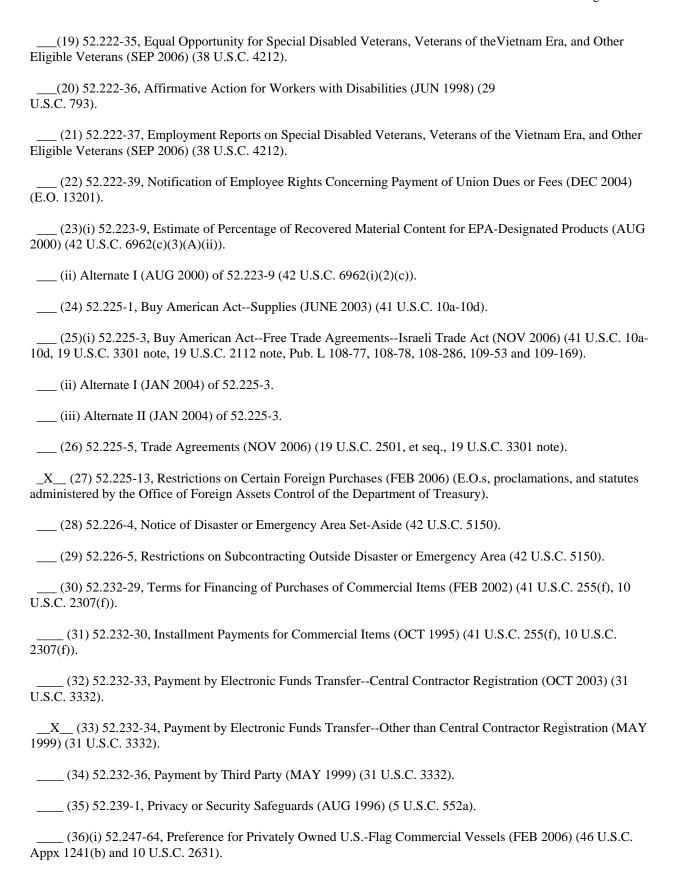
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
(2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(4) [Removed].
(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-6.
(iii) Alternate II (MAR 2004) of 52.219-6.
(6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
(ii) Alternate I (OCT 1995) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.
(7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
(8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (OCT 2001) of 52.219-9
(iii) Alternate II (OCT 2001) of 52.219-9.
(9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
(10) 52.219-16, Liquidated DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
(11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
(ii) Alternate I (JUNE 2003) of 52.219-23.
(12) 52.219-25, Small Disadvantaged Business Participation ProgramDisadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(13) 52.219-26, Small Disadvantaged Business Participation ProgramIncentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
(15) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
(16) 52.222-19, Child LaborCooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
(17) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
(18) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).



- _____(ii) Alternate I (APR 2003) of 52.247-64.

 (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

 _____(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

 _____(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 _____(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 ______(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
- (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http://www.arnet.gov/far http://farsite.hill.af.mil http://farsite.hill.af.mil/VFDFARA.HTM

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2007)

- (a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.
- _X__ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).
- (b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- (1) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (2) ____ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ____ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). (4) 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582). (5) _X__ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a). (6) 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a). (7) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a). (8) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts). (9) ____ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). (10) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. (11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). (12)(i) 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). (ii) Alternate I (OCT 2006) of 252.225-7036. (13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)). (14) 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). (15) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). (16) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). (17) 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227). (18) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375). (19) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). (ii) ____ Alternate I (MAR 2000) of 252.247-7023. (iii) ____ Alternate II (MAR 2000) of 252.247-7023.

(iv) ____ Alternate III (MAY 2002) of 252.247-7023.

(21) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive OrdersCommercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:
(1) 252.225-7012, Preference for Certain Domestic Commodities.
(End of clause)
252.225-7041 CORRESPONDENCE IN ENGLISH (JUNE 1997)
The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.
(End of clause)
252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.
(End of clause)
050 000 5001 TAV DEL HEL (W.D. 1005)
252.229-7001 TAX RELIEF (JUN 1997)
(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:
NAME OF TAX: (Offeror Insert) RATE (PERCENTAGE): (Offeror Insert)

- (b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.
- (c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

CCE 204-4000 U.S. AND HOST NATION HOLIDAYS (March 2005)

<u>US Holidays</u> Work Shall Not be performed on U.S. holidays occurring during the normal workweek unless otherwise directed by the contracting officer. When a U.S holiday occurs on a Saturday or a Sunday, the holiday is observed on the preceding Friday or following Monday, respectively.

<u>Host Nation Holidays</u> Work Shall be performed on local Host Nation* holidays occurring during the normal workweek unless otherwise directed by the contracting officer.

^{*} Local host nation holidays occur in the region/state where contract performance takes place.

The U.S. holidays are:		The Netherlands holida	ıys are:
New Year's Day	January 1 st	New Year's Day	01 January
M L King Memorial Day	3d Monday in January	Good Friday	Varies yearly
Presidents' Day	3d Monday in February	Easter Monday	Varies yearly
Memorial Day	last Monday in May	The Queen's Birthday	30 April
Labor Day	1st Monday in September	Ascension Day	Varies yearly
Columbus Day	2d Monday in October	Whit-Monday	Varies yearly
Veterans' Day	November 11th	Christmas Day	25 December
Thanksgiving Day	4th Thursday in November	Boxing Day	26 December
Christmas Day	December 25th		

The Belgium holidays are:	Luxembourg holidays are:
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New Year's Day	01 January	New Year's Day	01 January
Easter Monday	varies yearly	Carnival Monday	varies yearly
Labor Day	01 May	Easter Monday	varies yearly
Ascension Day	varies yearly	May Holiday	01 May
Bank Holiday	varies yearly	Ascension Day	varies yearly
Whit-Monday	varies yearly	Whit-Monday	varies yearly
National Independence Day	21 July	National Holiday	23 June
Assumption	15 August	Assumption	01 November
All Saints Day	01 November	All Souls' Day	02 November
Armistice Day	11 November	Christmas Day	25 December
Dynasty Day	varies yearly	Christmas Day	26 December
Christmas Day	25 December	Boxing Day	26 December

The German national and local holidays are:

New Years Day	01 January
Three King's Day (Only in Baden Wurttemberg and Bavaria)	06 January
Good Friday	Varies
Easter Monday	Varies
Labor Day	01 May
Ascension Day	Varies
Whit Monday	Varies
Corpus Christi (Only in Baden-Wurttemberg, Bavaria, Hessen,	Varies
Nordrhein- Westphalia, Rhineland-Palatinate and Saarland)	
Assumption Day (Only in Saarland and Roman Catholic	15 August
areas of Bavaria)	
Day of German Unity	03 October
All Saints' Day (Only in Baden-Wuerttemberg, Bavaria,	01 November
North Rhine-Westphalia, Rhineland-Palatinate and Saarland)	
1st Christmas	25 December
2nd Christmas Day	26 December

CCE 225-4000 AUTHORIZATION TO PERFORM SERVICES IN GERMANY (March 2005)

Contractors performing services in the Federal Republic of Germany (FRG) shall comply with German law. The Contractor shall determine whether performance requires registration with German authorities or authorization to do business in Germany and, if so, shall comply with all requirements. Whether or not registration or authorization to do business is required, the Contractor also shall determine what documents or authorization its employees and any subcontractor employees must possess to work in Germany. The Contractor shall ensure affirmatively that its employees and subcontractor employees possess such documents or authorizations.

Contractor employees who:

- (a) are not nationals of Germany or other European Union countries, and
- (b) are not members of the force, the civilian component or their dependents, and
- (c) do not have assimilated status under Articles 71, 72, or 73 of the Supplementary

Agreement to the NATO SOFA shall possess work and residence permits.

By acceptance of and performance under this contract and any task orders or delivery orders issued hereunder, the Contractor affirms that it has complied with the requirements above.

Compliance with this clause and German law is a material contract requirement. Noncompliance by the Contractor or Subcontractor at any tier shall be grounds for issuing a negative past performance evaluation and terminating this contract, task order, or delivery order for default.

CCE 225-4001 INSTALLATION CLEARANCE RERQUIREMENTS (March 2005)

- (a) Access to U.S. installations and controlled areas is limited to personnel who meet security criteria and are authorized by Host Nation law to work in that country. Failure to submit required information/data and obtain required documentation or clearances in accordance with AE Regulation 190-16, Installation Access Control, will be grounds for denying access to U.S. installations and controlled areas. The Contractor is responsible to ensure that any Subcontractor used in performance of this contract complies with these requirements and that all employees, of both the Contractor and any Subcontractor utilized by the contractor, are made aware of and comply with these requirements.
- (b) The Contractor is responsible for being aware of and complying with the requirements associated with Installation Access Control. The Government is not liable for any costs associated with performance delays due solely to a firm's failure to comply with Installation Access Control (IAC) processing requirements.
- (c) The Contractor is responsible for returning installation passes to the issuing Installation Access Control Office (IACO) when the contract is completed or when a contractor employee no longer requires access.
- (d) AE 190-16 (and AE 190-16-G German translation) can be found on the following website: http://www.hq.usacce.army.mil/
- (e) Below is the responsible Organizational Sponsor & Installation Access Control Office for this contract:

Organizational Sponsor: Chaplain Wild

Location: Warner Barracks

Building No: 7070

DSN Phone No: 469-1570

Commercial Phone No: 0951-300-1570

Installation Access Control Office: Access Control Office, USAG Bamberg, DES/IACS – Ms. Burkard

Location: Warner Barracks

Building No: 7107, Room 103

DSN Phone No: 469-7709

Commercial Phone No: 0951-300-7709

CCE 225-4003 NOTICE OF CONTRACTOR RESPONSIBILITY TO HOST NATION (March 2005)

This is a non-personal service contract with an individual acting as an independent contractor. As such, the contractor is not an employee of the U.S. Government and it is solely the contractor's responsibility to determine his/her reporting and payment responsibilities under Host Nation tax and labor laws. Status as a member of the U.S. Forces under the NATO SOFA Supplementary Agreement does not in itself relieve the contractor of responsibilities under Host Nation laws. Contractor should consult appropriate authorities and advisors on these matters. Department of Defense military and civilian personnel will not provide advice in these matters. Contractor shall hold harmless the U.S. Government for any liability that may arise from the contractor's noncompliance with Host Nation laws.

CCE 232-4001 FOREIGN VENDORS REQUESTING PAYMENT VIA ELECTRONIC FUNDS TRANSFER (March 2005)

Foreign vendors requesting payment via Electronic Funds Transfer (EFT) shall provide the following information on their invoice at time of invoice submission. Only one EFT instruction per invoice is authorized.

SWIFT CODE BLZ or BANK ROUTING NUMBER ACCOUNT NUMBER BANK NAME

International Bank Account Number (IBAN) (If Applicable) ---

INSTRUCTIONS/ADDENDUM/PWS

SUB-CONTRACTING – NON PERSONAL SERVICE CONTRACTS

a. The contractor will provide a qualified substitute for all periods of time he/she cannot perform the services. Substitutes must be approved by the Contracting Officer. The request for approval of a substitute must include:

- (1) Qualifications of the substitute
- (2) Evaluation of the qualifications and concurrence of the Requiring Activity
- (3) Relationship between the substitute and the Requiring Activity, if any
- (4) Current employment status of the substitute
- (5) Copy of the following documents:

(a) for Family Members: Identification and Privilege Card (ID)

(b) for Members of the EC Countries: Personalausweis or Reisepass

(c) for Members of Non-EC Countries: Aufenthaltsgenehmigung (residence permit

and Arbeitserlaubnis (work permit)

- b. The substitute shall have no claim whatsoever against the Government for services rendered and the price to be paid to the substitute shall be a matter entirely between the Contractor and the substitute.
- c. The contractor will identify all absences (except for emergencies) for the duration of the contract within two weeks of the contract being signed and will propose a written plan to the Point of Contact, to cover every aspect of the contract while he/she is absent.
- d. In the event the Contractor fails to provide a satisfactory substitute to perform at any time which the Contractor does not perform, the Contractor hereby authorizes the Contracting Officer to procure the services of a satisfactory substitute for the account of the Contractor. The amount paid or owed to the substitute by the Government for such services shall be deducted from any amount due to the Contractor under this contract. This provision imposes no obligation on the Contracting Officer to exercise the foregoing authority and shall not be construed to diminish the rights of the Government under the clause entitled "Termination".

ADDENDUM TO FAR 52,212-1, INSTRUCTIONS TO OFFERORS - COMMERICAL ITEMS

FAR 52.212-1 is hereby amended to reflect the changes shown below as to the specific paragraph revised.

Para (a) (on small business size and identification). This does not apply to this solicitation.

Para (b) Submission of Offers. The following amends this paragraph with respect to the information and documents required for submission to this solicitation:

- Quote a price for each line item in the Request for Quotation (RFQ).
- Provide transcripts, letters of recommendations and/or other information to document that you meet the qualifications required in the Performance Work Statement (PWS)
- In addition submit the following documents with the quotation:
 - a, for Family Members: Copy of Identification and Privilege Card (ID) and DEROS date
 - b. for Members of the EC countries: Copy of Personalausweis or Reisepass
 - c. for Memers of Non-EC countries: Aufenthaltsgenehmigung and

Arbeitserlaubnis (residence and work permit)

• Return completed packet to (mail or e-mail):

Franconia Regional Contracting Office

ATTN: Mr. Vincent Read Building 7108, Warner Barracks Weissenburgstrasse 10

Weissenburgstrasse 10 or UNIT 26622 96052 Bamberg APO AE 09139

E-mail address: vincent.read@us.army.mil

- Additional information:

a. Your price quote is for a non-personal services contract. It is important that you understand the terms and conditions of the contract. Some examples are:

<u>Termination for Convenience of the Government:</u> The Government can terminate the contract if services are no longer needed.

<u>Termination for Cause</u>: If the contractor fails to perform the services or any of the provisions of the contract. The contractor could be liable to the Government for any excess reprocurement costs for the services. The contractor has **no authority to just terminate the contract.**

- b. This is not a contract for employment, rather it is a contract for services, therefore, an employeremployee relationship does not exist.
 - c. Read the Performance Work Statement carefully prior to submitting a quotation.
 - d. We recommend that you do not release your price quotation to anyone other than The RCO Wuerzburg.
- Para (h) Multiple Award. This is amended so as to state that only one (1) award will be made from this solicitation.

Para (i) Availability of Requirements document cited in the solicitation. This paragraph does not apply to this solicitation.

ADDENDUM TO FAR 52.212-2, EVALUATION - COMMERCIAL ITEMS

- Only one contract will be awarded from this solicitation. Award will be on an "ALL OR NONE" basis. Price quotes for less than all of the solicited services will be rejected as nonconforming and unacceptable to the solicitation.
- Evaluation of offers will be made based on price, provided the qualification required in the "Performance Work Statement" (PWS) are met.

ATTACHMENT #1 PERFORMANCE OF WORK STATEMENT (PWS) PROTESTANT RELIGIOUS COORDINATOR (REC) USAG Bamberg

1. General:

- a. The Religious Education Coordinator (REC) Protestant falls under the United States Army Garrison(USAG) Chaplain's Program as defined in the Commander's Master Religious Program. The mission of the Chaplain's program is to provide for worship needs to include religious education, for all assigned soldiers, civilians, and family members. The primary goal of the Religious Education Program is to provide basic religious understanding through Bible studies, doctrinal studies, and life application studies for children, youth, and adults within the USAG Bamberg.
- b. The function of the Religious Education Coordinator is to coordinate a religious education program, using volunteers from the Protestant Chapel services within the community. The need for the Religious Education Program is outlined in AR 165-1, paragraph 5.4. The Protestant Religious Education Coordinator (hereafter referred to as the "Contractor") will ensure adequate staffing for all religious education classes, schedule teacher-training events, and coordinate weekly religious education classes. The following are also tasks of the contractor: perform promotional endeavors and advertising campaigns; maintain adequate records of functions, attendance, and materials needed; project the timely supply of educational materials and classroom supplies for religious education functions; coordinate teacher training classes and teacher appreciation events; and answer community inquiries regarding the religious education program. As a non-personal service contractor, the Religious Education Coordinator is not a member of the USAG Bamberg Chaplain's Office Staff.

2. Definitions:

- a. **After Action Report (AAR)** Report that provides information on: attendance; funds spent; contacts for all resources; outlines of organization; timelines for organization, preparation and conduct; impact; and, lessons learned for an event and/or program.
- b. United States Army Garrison(USAG) Chaplain. The senior Chaplain in the USAG Bamberg who answers to the USAG Bamberg Commander and is in the direct technical chain of the ASG Chaplain.
- c. **Chaplain Resource Manager (CRM**) The Chaplain designated by the United States Army Garrison(USAG) Staff Chaplain and the Regional Contracting Office as the representative monitoring all Chaplain's contracts in the USAG Franconia and providing assistance to contractors, and chaplains to enable/ensure effective ministry.
- d. **Children's Worship** Religious Education/worship program for children as an alternative to participation in all or part of the regular worship service.
- e. **Command Master Religious Program (CMRP)** An annual planning and authorization document used to support budget needs and program projections of Chaplains and congregations.
- f. **Congregational Chaplain Pastor (Pastor)** The Chaplain designated by the USAG Bamberg Chaplain to be responsible for pastoring a specific congregation. Usually acts as the Verifying Chaplain/POC for Contractors rendering services to his/her congregation.
 - g. Contract Line Item Number (CLIN) Items required to be completed on the contract.
- h. **Contract Officer** Specifically appointed Officer of the Government (Employed at the Regional Contracting Center) with the authority to negotiate, award and amend a contract.
- i. **Contractor** Individual or group who accepts this contract to provide coordination and implementation of the Religious Education ministry for all ages of the chapel congregations.
- j. **Director of Religious Education (DRE)** Department of the Army civilian on the staff of the ASG Chaplain who is the Subject Matter Expert (SME) on Religious Education, curriculum, and volunteer recruiting, training and recognition.
- k. **Distinctive Faith Group Leader (DFGL)** Conducts worship services not led by an active duty Chaplain. All DFGLs must be endorsed by a sponsoring Chaplain.
- I. **Emergency** an event caused or precipitated by death; serious illness or injury; or an unforeseen military requirement such as an alert or rapid deployment.
- m. **Finance and Accounting** Regional office of the Government authorized to pay contractors upon receipt of a verified invoice.
- n. **Government** Any and/or all of the duly authorized representatives and/or agencies of the Government of the United States of America.
- o. **Invoice** Written statement of completed services submitted by the Contractor through the Verifying Chaplain to Finance and Accounting for payment.
- p. **Key Control Officer** Individual officially designated as manager of access to all facilities within the purview of an agency.

- q. **Sunday School** Religious Education program including age-group classes for children, youth and adults as an adjunct to the weekly Protestant Worship service as well as other times during the week to educate individuals in the areas of Christian faith formation, Biblical knowledge, Christian doctrines, and life-application of principles found in Scripture. The Sunday program usually lasts 1 hour and is scheduled to blend into the times for worship, ministry and facility usage of the particular congregation.
- r. **Verifying Chaplain/Point of Contact (POC) -** The local Chaplain identified by the CRM and USAG Bamberg Chaplain responsible to verify contract performance. S/He signs the Contractor's invoices after verifying each invoice presented by the Contractor. The Verifying Chaplain/POC does not have the authority to change or amend the terms of the contract formally or informally.
- s. **Volunteer** Those individuals who serve to support the ministry and/or programs without pay or compensation.

3. Applicable Documents, Technical Orders, Specification:

- a. AR 165-1 Chaplain Activities in the United States with USAREUR Supplement 1.
- b. DA PAM 165-18 Chaplaincy Resources Ministry
- c. Command Master Religious Program (CMRP) of the program, congregation, and/or BSB.
- d. 98th ASG RMT Chaplaincy Resources Standard Operating Procedure (SOP).
- e. USAREUR Supplement to AR 165-1
- f. The Army Chaplaincy Strategic Plan

4. Qualifications:

- a. Contractor will be an adult of at least 18 years of age.
- b. Two years of college and two years of work experience (paid, volunteer or combination) as a Christian Education Director, Bible School teacher or a Sunday School Director/Superintendent; or High School diploma and three years as a Christian School teacher, Sunday School teacher or related field.
 - c. Experience in military chapel programs is preferred.
- d. Contractor shall possess the ability to present information orally and in written format (ie. Advertising and marketing). Effective interaction with individuals from different Protestant religious groups is imperative. Ability to speak English clearly and with excellent comprehension is essential.
- e. The Contractor must be committed to working within the pluralistic Military Chapel environment, cooperating to meet the needs of the congregations.
- f. A prospective Contractor must submit letter of recommendation from a previous or current employer or pastor along with a resume including education and experience.
- g. Prospective contractor must have undergone a background check that will be submitted to the USAG Bamberg Chaplain or NCOIC.
 - h. Prospective contractor must be able to complete the entire contract year.
 - i. Prospective contractor will bid on each CLIN and cannot bid on a partial contract.

5. Sensitive/Confidential Information:

- a. In the course of coordinating religious education classes/events, the Contractor may come in contact with individuals seeking the assistance of chaplains. The very fact that individuals are seeking assistance with family and or personnel issues is sensitive information. Any information about them or their situation is also sensitive/confidential. Complete confidentiality is required.
- b. It is strictly prohibited to share information about individuals or families seeking counseling assistance from chaplains with persons other than the chaplain providing the assistance.
- c. Disclosure of such sensitive information may result in immediate termination of the contract.
- d. Privacy Act of 1974. The Privacy Act of 1974 prohibits the disclosure of personal information of any individual without written permission. Contractor may not reveal the telephone number, address, social security number, or any other personal information without explicit written permission. Contractors will insure Privacy Act Statements are on all registration forms, etc. Explicit written permission granted by any individual will be kept on file.
- e. As required by public law and/or military regulation, contractors will divulge information to the proper authorities concerning evidence of suspected child abuse that surfaces in any religious education actives.

6. The Contractor Shall Provide the Following Specific Services:

- a. USAG Bamberg coordination sessions. Attend five USAG Bamberg coordination meetings. The UASG Bamberg Director of Religious Education will determine the time and date of these sessions. Contractors will remain the entire session.
- b. Children's Bible Activity Club. Coordinate weekly Bible activity classes for children, youth, and adults as an adjunct to the weekly Protestant worship service to educate individuals in the areas of Christian faith formation, Biblical knowledge, and life application of principles found in Bible texts. These Sunday classes will be a minimum duration of 1 hour. USAG Bamberg Chaplain may schedule these classes at an alternate time if determined to be more beneficial to the community.
- c. Seasonal Events. Contractor will plan, coordinate and facilitate Protestant seasonal events within the contract year.
- d. Children's worship. Coordinate weekly Children's Worship in conjunction with the Protestant Worship service year round.
- e. Appreciation event. Coordinate appreciation event for volunteers within the religious education program. These events should recognize special efforts by teachers and/or other volunteers. Funding will be provided through the Consolidated Chaplain Fund.
- f. Religious Education classes. Coordinate weekly Religious Education Classes for children, youth, and adults as an adjunct to the weekly Protestant Wednesday service to educate individuals in the areas of Christian faith formation, Biblical knowledge, and life application of principles found in Bible texts. These Wednesday classes will be a minimum duration of 1 hour. USAG Bamberg Chaplain may schedule these classes at an alternate time if determined to be more beneficial to the community.
- g. Meeting with verifying chaplain/POC. Contractor will meet once a month with the verifying chaplain/POC to review delivery of services and to review plans. The format and time for these briefings will be determined by the POC.

- h. Meeting with USAG Bamberg Chaplain-Contractor will meet once a quarter to brief the USAG Bamberg chaplain on the religious education program and to review plans. The format and time for this meeting will be determined by the Garrison chaplain.
- i. Reports each week. Contractors will record attendance at all classes, training events, and special programs. Contractors will record number of students as well as volunteer staff and number of volunteer hours. Each month, the Contractor must submit this report to the POC, USAG Bamberg chaplain and USAG Bamberg DRE. The reports must be received by the USAG Bamberg DRE not later than the 5th working day of the next month. The reports will include an after action report reviewing special programs offered during the previous month. Contractor will ensure that all necessary forms and records required under the Volunteer Management Program are recorded and maintained according to regulation.
- j. VBS Preparation/Participation. Contractor will plan, coordinate, organize and participate in USAG Bamberg annual Vacation Bible School. Contractor will work directly with the USAG Bamberg Chaplain and DRE in the selection and ordering of materials, recruitment of needed volunteers and implementation and oversight of all aspects of the annual VBS program.

7. The Contractor must accomplish the following implied tasks and activities to effectively coordinate the specific Religious Education programs noted above as a part of the ministry of the supporting congregation:

- a. Identify volunteer needs for the Religious Education program and give each volunteer a written job description. Insure adequate volunteers and other staff/assistants to teach/conduct weekly Religious Education classes. It is the Contractor's responsibility to insure that volunteers recruited for staffing the religious education program are fluent in English, capable of reading, writing, and speaking the English language. The character of volunteers will be commensurate with their responsibilities to teach religious ideals. There must be a minimum of one adult in each classroom. Minors will not be left alone with children.
- b. It is the Contractor's responsibility to insure each volunteer has undergone a backgrounds check using the system established by the USAG Bamberg Chaplain in accordance with USAG Bamberg Commander guidelines.
 - c. Contractor will maintain a current roster of substitute teachers at all times.
- d. Encourage and assist all volunteer teachers in committing appropriate time (estimate three hours weekly) to the preparation and teaching of classes.
- e. Maintain a volunteer information file to include volunteer's name, e-mail and mailing address, phone number, recruitment date, utilization, training, and hours volunteered. Track volunteer hours for all events and report them through the USAG Franconia Chaplain to the USAG Franconia DRE monthly.
- f. Advertise and promote religious education activities by use of chapel bulletins, the post bulletin, bulletin boards, flyers, the community newspaper, and any other appropriate media.
- g. Identify and coordinate quarterly curriculum needs with the volunteer teachers, Pastor, and USAG Franconia DRE. Once the Pastor and the USAG Franconia DRE have selected the curriculum, the REC will prepare a detailed list of curriculum required for use during each quarter of the church school year. These orders will be typed in the format provided by the USAG Bamberg Chaplain, and in accordance with local and ASG funds SOP. Contractors will meet the deadline established by the USAG Bamberg Chaplain. The USAG Franconia DRE will review all requests for curriculum before funding is approved.

- h. Prepare written recommended list of additional materials, supplies and equipment needed for the Religious Education classes during the next religious education quarter. Prepare and submit timely Purchase Requests in accordance with local and USAG Franconia Funds SOP. Copies will be sent to the pastor, USAG Bamberg chaplain, and USAG Franconia DRE.
- i. Monitor materials, supplies, equipment and curriculum. Prepare and submit Purchase Requests according to local and ASG Funds SOPs as required ensuring that all materials necessary to conduct the program are available for each session.
- j. All orders for religious education items used in any teaching setting including curriculum, Bible studies, and audio-visual resources will be submitted to the 98th ASG DRE for review and approval/disapproval.
- k. Identify needs and request audiovisual equipment and training aids according to local guidance to insure that all equipment is available to conduct the program each session. It is the contractor's responsibility to ensure that the equipment is available and in working order. Contractor should submit and verify all requests in writing.
- I. REC will insure that the copyright instruction on each piece of curriculum and/or media including videos is observed.
- m. If it becomes necessary to cancel any religious education classes/events, it is the Contractor's responsibility to notify all participants and the Pastor at least one week prior to the religious education class/event. The Pastor will notify the USAG Bamberg Chaplain who will give the final approval to cancel. The USAG Bamberg Chaplain may waive the one-week notice for unusual circumstances e.g. inclement weather, etc.
- n. In accordance with AR 165-1 and directives from the USAREUR Chaplain's Office, the Contractor shall be responsible for maintaining records and files incident to the services provided in this contract. Files must be maintained in a secured area (office area that can be locked) and are the property of the U.S. government
- o. Submit invoices per contracting office guidelines for the previous month's work to the Pastor for verification NLT the 10th working day of the next month.
- p. Contractors are responsible for reports from all Distinctive Faith Group (DFG) religious education programs as assigned. Contractors will establish a point of contact with the DFG leader to insure timely submission of the DFG reports as mentioned above.
- q. RECs will maintain a continuity binder. This binder will contain copies of program plans, quarterly briefings, as well as copies of reports of attendance, AARs, and volunteers hours. The binder will be relinquished to the USAG Franconia DRE at the end of the contract year.
- **8.** Location of Classes/religious Education Event: The Contractor will have access to the chapel facilities and any other facilities within the USAG Bamberg used for religious education programs, for the purpose of coordinating religious education classes and providing such classes to members of the community. Coordination must be made according to local guidance to insure that the facilities are unlocked for use by the program(s). The Contractor will be responsible for reserving space as needed according to local guidelines.

9. Physical Security:

a. The Contractor shall establish and implement methods to ensure the physical security of all U.S. Government property and facilities under their control. S/He must insure that facilities and storage areas are secured according to the facility, local and BSB SOPs. This includes: locking external doors and

windows when leaving the facility; locking internal doors as necessary to protect Government property; limiting/monitoring access to offices and equipment especially telephones and computers.

- b. An adult will remain on duty and visible in the hallways of DODD's schools when such a facility is open and used for the Religious Education program.
- c. Contractors will observe standard key control procedures e.g. keys will not be transferred to another individual without authorization from the Key Control Officer.

10. Government Provided Property/Support:

- a. Contractor shall be authorized on a space available basis use of government telephone (with commercial access) for local and long distance calls to maintain contact with volunteers in the program.
- b. Contractor will be authorized a government email account for official use only. Contractor will maintain an e-mail account, in order to receive and send communications to the POC, USAG Bamberg chaplain and USAG Franconia DRE.
- c. A photocopy machine at the Chapel will be made available for use by the Contractor to fulfill contract requirements on a space available basis.
- d. The government will provide to the Contractor, for use in the program, religious education curriculum, literature for religious education activities, chairs, tables, blackboards, video-set ups, overhead projectors, and other audio-visual technology for all religious education classes under the guidelines of this contract. Materials such as craft supplies, paper, markers, flip charts, and pens will be supplied as available.
- e. The government will provide deskwork area on a space available basis for use by Contractor to meet the requirements of this contract.
- f. The government will make available to the Contractor during normal duty hours the use of the books, media and other resources of the USAG Franconia Religious Education Resource Center during normal duty hours.
- g. The government will provide access to educational catalogs and information as part of the USAG Franconia Religious Education Resource Center.
 - h. The Contractor shall be responsible for safeguarding all government supplies and property.
- **11. Contractor Furnished Property:** Contractor shall provide his/her own transportation and all necessary equipment to fulfill this contract except as stated elsewhere in this contract.
- **12. Hours:** Generally, religious education classes shall be conducted during the hours of 0900-1300 Sunday mornings, unless the USAG Franconia chaplain designates an alternate time. The Contractor may be required to provide services on legal American and/or German holidays. The service rate will remain the same.

13. Safety:

- a. The Contractor will be aware of local safety requirements and ensure that all reasonable efforts are made to protect all persons from harm and U.S. Government property from damage.
- b. An adult will remain on duty and visible in the hallways of DODDs schools when such a facility is open and used for the Religious Education program.

- c. RECs will ensure adult chaperone/leadership is present not later than ten minutes prior to announced RE activities and remain present until the last participant under 18 years of age has departed the location.
- d. The USAG Franconia Chaplain and the Verifying Chaplain/Point of Contact will be notified immediately in the event of a serious incident or emergency.
- e. Contractors will insure that each volunteer has a current background check documentation on file. This will be coordinated with the BSB Chaplain according to ASG guidelines.
- f. Contractors will not serve as teacher of a class. The intent is for the REC to be available to all teachers, parents, and students during the time of the regularly scheduled weekly program.

14. Restrictions:

- a. Government property made available under this contract is only for use in the performance of services described in this contract.
- b. Individual Contractors are prohibited from engaging in abusive behavior and proselytizing a particular creed or belief as preferable or superior to another. Contractors will not conduct formal counseling, administer the Sacraments (anointing, baptisms, Masses, etc.), or perform other chaplain responsibilities.

15. Income Taxes and Benefits:

- a. Contractor is solely responsible for all tax liabilities, whether those of the host nation or U. S. Government.
- b. No provisions are implied or provided in this contract for any employee benefits such as medical care, retirement, or worker's compensation.
- 16. Invoices. Contractor will submit a monthly invoice each month to the USAG Bamberg Chaplain office